

**REMARKS**

Claims 22-39 are pending in the present application. In the Final Office Action mailed January 24, 2008, the Examiner rejected claims 22, 24-31, 33, and 36-39 under 35 U.S.C. §102(e) as being anticipated by Kennedy et al. (USP 6,963,847). The Examiner next rejected claims 23, 32, 34, and 35 under 35 U.S.C. §103(a) as being unpatentable over Kennedy et al. as applied to claims 22, 24-31, 33, and 36-39, in view of Davis, Robert D et al.; “Detecting Process Shifts with X-bar charts; First Quarter 1993, Production and Inventory Management Journal, 34, 1, ABI/INFORM Global, p.25-31 (hereinafter “Davis”).

The Specification is objected to by the Examiner under 37 C.F.R. 1.75(d)(1). In particular, the Examiner stated that “the computer readable storage medium found in claim 33 should be defined in the specification.” *Office Action*, 01/24/2008, pg. 2.

Applicant respectfully requests reconsideration of the above-mentioned objection so that Applicant may clarify issues for appeal.

With regard to the objection, Application respectfully directs the Examiner to paragraph [0041] of the present application, which states the following: “The present invention has been described in terms of the preferred embodiment. While the preferred embodiment uses computers that are communicating through some form of a network, it is understood that other embodiments of the invention may involve the use of different technologies.” *Application*, ¶ [0041]. One skilled in the art would readily understand that the computers referred to in the above-quotation teach and support the computer readable storage medium found in claim 33, and all claims depending therefrom. As such, Applicant respectfully requests withdrawal of the C.F.R. 1.75(d)(1) objection to the specification.

In addition, Applicant also offers the remarks below, which are directed to the Examiner’s rejections. Before proceeding, Applicant incorporates herein the remarks set forth in the last response sent on November 6, 2007.

***Claim Rejections – 35 U.S.C. §102(e)***

"A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987); MPEP §2131.

Due to a misinterpretation of the claim language and the language in Kennedy et al., the Examiner has improperly rejected the claims set forth in the present Application. To begin, the Examiner improperly equates “ATP requests” with an “order for production.” *Office Action*, 01/24/2008, pg. 3, 5, 12. An ATP request, however, is not an order for production. As

understood by those skilled in the art, ATP stands for available to promise and it is often used by a seller to solicit a sale of goods or services. Accordingly, an “ATP request” is a request sent to a seller to solicit a promise. Then, if appropriate, the seller responds to the request and sends an ATP to, for example, a consumer or salesperson. The ATP often contains terms that the seller asserts will be met if the ATP is accepted. As evident, an ATP request is not equivalent to an order scheduled for production. It is very unlikely that a seller will schedule an order for production when there has not been acceptance of a promise/offer. To illustrate the Examiner’s misinterpretation of the terms of art please see the following statement made by the Examiner: “...Kennedy is directed towards generating quotations for products, and upon acceptance or confirmation (by a client 12) concerning the quotation, the quotation is then an order that is scheduled for production.” *Office Action*, supra, pg. 12. Surely a “quotation” does not become an “order for production.” Applicant acknowledges that a quotation may elicit an order for production. However, to equate the two is improper. The effects of the Examiner’s misinterpretation of the terms of art are seen below.

The Examiner rejected claim 22 under §102(e) as being anticipated by Kennedy et al. Applicant disagrees. Kennedy et al. fails to teach, disclose, or suggest limitations called for in claim 22.

To begin, Kennedy et al. fails to suggest, teach, or disclose comparing the promised shipping date and the requested shipping dates for each order scheduled for production. In an attempt to show that Kennedy et al. teaches the above-referenced limitation the Examiner cited the following excerpt:

In particular with respect to SCP engines, LFM 22 may need to distinguish between quotation and promise workflows since the initial quotation request to ATP server 14 may be only an inquiry that does not consume any allocated product or available material or capacity. Resulting quotation responses are sent from ATP server 14 back to LFM 22. In EDI-based exchanges, however, a quotation request to ATP server 14 may actually result in an ATP-consuming promise.

*Office Action*, supra, pg. 3 (*Kennedy et al.*, col. 18, lns 24 -31). Applicant, however, fails to see any connection between the above-cited quotation and the limitation which calls for automatically comparing the promised shipping date and the requested shipping date for each order scheduled for production. The citation makes references to quotations and promise workflows; however, neither are orders for production. In addition, there is no mention of comparing promised and

requested ship dates. Accordingly, Kennedy et al. fails to teach or suggest automatically comparing the promised shipping date and the requested shipping date for each order.

In addition, Kennedy et al. does not teach, disclose, or suggest automatically displaying generated proactive alerts, the number of orders for each product category, the expected revenue for each order and the shipment quality metric in a tabular format on a user viewable medium as called for in claim 22. It is noted that, as defined in the specification, the word “proactive” is meant to show that an alert may be sent while there is still time to rectify a possible problem in the process, in this case, shipping. *Application*, ¶ [0036]. The proactive alert allows the process owners to make adjustments or take special action in order to avoid a late shipment. *Id.* To continue, the Examiner directed Applicant to reference 36 in Kennedy et al. Fig. 2 and to col. 5, lines [24]-26 for showing that Kennedy et al. displays these four categorical items in a tabular format. However, the Kennedy et al. reference 36 and col. 5, lines 24-26 merely refer to generating a unified quotation which is sent to a client. *Kennedy et al.*, col. 10, lns. 25-26. Nowhere does Kennedy et al. teach or even disclose the display of generated proactive alerts, the number of orders for each product category, the expected revenue for each order, and the shipment quality metric in a tabular format. Not only is the display of such elements in a tabular format not suggested or disclosed in Kennedy et al, there is no mention anywhere in Kennedy et al. of a shipment quality metric or a proactive alert related to orders scheduled for production, displayed or not.

Kennedy et al. also fails to teach, disclose, or suggest a computer caused to create a sum of revenue for the sum of orders or to display the sum of revenue, as called for in claim 22. The Examiner cited *Kennedy et al.*, col. 17, lns. 4-44 for teaching such. The calculations shown in the citation, however, show price “quotations” – not a total revenue for the orders scheduled production. That is, the prices shown in the Kennedy et al. citation are neither for “orders” nor “orders in production,” but rather are debts that a “client” will owe if the promise is accepted. In other words, the prices shown in the multi-dimensional quotation of Kennedy et al. are directed to a consumer-type entity. *Id.* at col. 17, lns. 4-44. Accordingly, it is improper to consider the values “revenue”. These values will be a debt to a consumer-type entity – not revenue.

Accordingly, that which is called for in claim 22 is not taught, disclosed, or suggested in the art of record. Therefore, Applicant respectfully requests withdrawal of the §102(e) rejection directed of claim 22, and all claims depending therefrom.

The Examiner rejected claim 26 under §102(e) as being anticipated by Kennedy et al. Applicant respectfully disagrees. Kennedy et al. fails to teach, disclose, or suggest each and every element called for in claim 26.

Kennedy et al. does not teach, disclose, or suggest a seller that makes a query in real-time to a database for production data for each order scheduled for production that includes a product category of each order, a promised shipping date for each order, a requested shipping date for each order, and a revenue for each order. Again the Examiner has misinterpreted the term “an order” and “an order scheduled for production.” As such, the Examiner has analyzed the claim under the incorrect assumption that a quotation is equivalent to an order or an order for production. For example, the Examiner directs Applicant to Kennedy et al., col. 17, lns. 33-44. Seen in the particular cited material is “an exemplary multi-dimensional quote.” *Id.* at col. 117, lns. 30-31. As evident, the cited material refers to a quotation – not, for example, a revenue for each order.

Kennedy et al. also fails to teach, disclose, or suggest the creation of a sum of orders for all orders in a determined period of time. The Examiner’s citation, *Kennedy et al.*, col. 17, lns. 30-44, used to support the rejection neither suggests “a determined period of time” nor a sum of orders, as called for in claim 26. As mentioned above, the citation merely shows a multi-dimensional quote. *See Kennedy et al.*, col. 17, lns. 30-31. This is not the same as “a sum of orders for all orders in a determined period of time.” Further, even if, *arguendo*, it could be said that a quote is an order scheduled for production, the Kennedy et al. citation discloses a quote – not even a sum of all quotes in a predetermined time. As such, Kennedy et al. fails to suggest or disclose the above-mentioned limitation.

For similar reasons, Kennedy et al. fails to teach, disclose, or suggest the creation of the “sum of revenue for the sum of orders, as called for in claim 26. In an attempt to support the rejection, the Examiner directed Applicant to *Kennedy et al.*, col. 3, lns. 33-40. The citation states the following:

Moreover, the system architecture of the present invention contemplates that different environments would need to vary where certain computations occur in order to optimize performance as appropriate for the particular application. For example, some applications may need a system with extremely high throughput but can tolerate longer latencies, whereas others may require extremely short latencies but can tolerate less throughput. On the other side, some applications may need to support a huge number of products, while others may need to support huge networks of suppliers for each product....

*Kennedy et al.*, col. 3, lns. 32-42. Applicant fails to see the relevance of the above citation with regard to the limitation. There is no mention of “sum,” “order,” or “revenue” anywhere in the above citation. Further, as mentioned above, the values shown in the Kennedy et al. multi-dimensional quote do not correspond to “revenue,” but rather are price quotations. As such, Kennedy et al. fails to teach, disclose, or suggest the creation of the sum of revenue for the sum of orders.

Next, Kennedy et al. does not suggest, teach, or disclose a computer programmed to determine a shipment quality metric for shipped orders. The Examiner directs Applicant to two portions of Kennedy et al. One portion discusses constraints a client may put on an ATP request. That is, as disclosed in Kennedy et al., a client may place limitations in the request that states how or in what manner they would like their product if they accepted an ATP. *Id.* at col. 14, lns. 54-59. In other words, the limitations are request constraints placed on the seller by the potential buyer/client. *Id.* The Examiner then directs Applicant to Kennedy et al. at col. 33, lns. 49-55. In this portion of the Kennedy et al. reference, Applicant acknowledges that Kennedy et al. may teach that if a shipment has been sent a notification may also be sent. *Id.* at col. 33, lns. 49-55. However, that in no way indicates a shipment quality metric. As such, Kennedy et al. does not suggest, teach, or disclose the above-mentioned limitation.

Kennedy et al. also fails to teach, disclose, or suggest the display of the sum of products in production, the sum of products in production for each product category, the sum of revenue, the proactive alert for each order, and the shipment quality metric in a tabular format on a user viewable medium. Again, Kennedy et al. is generally directed to quotations, not “products in production.” Also, as explained above, the multi-dimensional quotation does not display such elements as called for in claim 26.

For at least the aforementioned reasons, Kennedy et al. fails to teach, disclose, or suggest that which is called for in claim 26. Accordingly, applicant requests withdrawal of the §102(e) rejection of claim 26, and all claims depending therefrom.

The Examiner rejected claim 33 under §102(e) as being anticipated by Kennedy et al. Applicant respectfully disagrees.

Kennedy et al. fails to teach, disclose, or suggest the calculation of a difference between the promised shipping date and the requested shipping date for each order. The Examiner’s citations of col. 12, line 44 and col. 17, lines 15-44 merely show request loan-id, attributes, and quotes containing price and dates. However, the citation does not teach, suggest, or disclose the

calculation of “a difference between the promised shipping date and the requested shipping date for each order,” as called for in claim 33. The dates shown in the citations are product availability dates used in a “quote.” See *Kennedy et al.*, col. 17, lns. 4-44. The dates are not “promised” shipping dates or even the “requested” shipping date for an order. Further, the citation makes no reference to making a calculation of difference between any dates. *Id.*

Kennedy et al. also fails to teach, disclose, or suggest the calculation of a total revenue for the orders in production for each product category, as called for in claim 33. The Examiner cited *Kennedy et al.*, col. 17, lns. 4-44 for teaching such. Again, the calculations shown in the citation, however, show price “quotations” – not a total revenue for the orders in production for each category. It is improper to consider the Kennedy et al. values cited as “revenue,” because these values will be a debt to a consumer-type entity – not revenue.

In further regard to claim 33, Kennedy et al. fails to teach, disclose, or suggest the display, in a table, of the total revenue and a proactive alert for each difference between the promised shipping date and the requested shipping date for each order, if the promised shipping date is later than the requested shipping date. As mentioned above, Kennedy et al. does not disclose the displaying of revenue, proactive alerts, or differences.

Accordingly, Kennedy et al. fails to teach, disclose, or suggest that which is called for in claim 33. Therefore, Applicant respectfully requests withdrawal of the §102(e) rejection of claim 33, and all claims depending therefrom.

***Claim Rejections – 35 U.S.C. §103(a)***

The Examiner rejected claims 23, 32 and 34-35 under §103(a) as being unpatentable over Kennedy et al. in view of Davis. Applicant respectfully disagrees with the Examiner with respect to the art as applied, but in light of claims 23, 32 and 34-35 depending from what is believed otherwise allowable claims, Applicant does not believe additional remarks are necessary and, therefore, requests allowance of claims 23, 32 and 34-35 at least pursuant to the chain of dependency.

***Conclusion:***

Therefore, in light of at least the foregoing, Applicant respectfully believes that the present application is in condition for allowance. As a result, Applicant respectfully requests timely issuance of a Notice of Allowance for claims 22-39.

Applicant appreciates the Examiner’s consideration of these Amendments and Remarks and cordially invites the Examiner to call the undersigned, should the Examiner consider any matters unresolved.

Respectfully submitted,

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**General Authorization and Extension of Time**

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 07-0845. Should no proper payment be enclosed herewith, as by credit card authorization being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 07-0845. If any extensions of time are needed for timely acceptance of papers submitted herewith, Applicant hereby petitions for such extensions under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 07-0845. Please consider this a general authorization to charge any fee that is due in this case, if not otherwise timely paid, to Deposit Account No. 07-0845.

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